

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING )  
THE ISSUANCE OF THE REQUEST FOR )  
PROPOSALS FOR THE OPERATOR OF )  
METRO'S ON-SITE CHILDCARE FACILITY )  
TO BE LOCATED IN THE HEADQUARTERS )  
BUILDING )

RESOLUTION NO. 92-1694

Introduced by Rena Cusma  
Executive Officer

WHEREAS, the Headquarters Project has included the design and construction of a 6,400 square foot space which will become a Childcare Center; and

WHEREAS, the Childcare Center will accommodate at least 50 children, ranging in age from six weeks to six years and will be utilized by both Metro employed parents and parents from the surrounding neighborhood; and

WHEREAS, a Requests for Proposals (RFP) for an Operator for the Childcare Center has been prepared by Metro staff in conjunction with Metro's Childcare Consultant and is attached as Exhibit "A"; and

WHEREAS, the RFP contemplates a multi-year contract which has been designated an "A" list contract, thereby requiring Metro Council authorization prior to issuance; now therefore,

BE IT RESOLVED, that the Council hereby authorizes the issuance of the RFP for an Operator of the Metro Childcare Center and authorizes Executive Officer to enter into a contract with the selected Operator.

ADOPTED by the Council of the Metropolitan Service District this 22nd day of October, 1992.

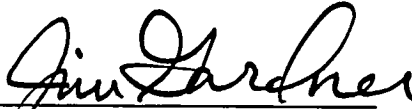
  
Jim Gardner  
Presiding Officer

EXHIBIT "A"

METROPOLITAN SERVICE DISTRICT

Request For Proposals  
for  
On-Site Childcare Center Operator

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TO:	Prospective Proposers
SUBJECT:	Requests for Proposals for On-site Childcare Center Operator at the Metro Headquarters Building
ISSUE DATE:	November 2, 1992
ISSUED BY:	Berit Stevenson Regional Facilities Department, Metro (503) 221-1646
MAILING ADDRESS:	Metro 2000 Southwest First Avenue Portland, Oregon 97201 Attn: Berit Stevenson
PROPOSALS DUE:	2:00 pm, PST Friday, December 6, 1992

INVITATION TO PROPOSE  
for the  
ON-SITE CHILDCARE CENTER OPERATOR  
for the  
METRO HEADQUARTER BUILDING

The Metropolitan Service District (Metro) administers region wide concerns in the urban areas of Clackamas, Multnomah and Washington counties. Metro is responsible for solid waste management, operation of the Metro Washington Park Zoo, transportation and land use planning, urban growth boundary management, technical services to local governments and, through the Metropolitan Exposition-Recreation Commission, management of the Oregon Convention Center, Memorial Coliseum, Civic Stadium and the Portland Center for the Performing Arts.

Metro has recently purchased and is renovating the former Sears Department store located in Northeast Portland at the intersection of Grand Avenue and Irving Street. The building, scheduled to be completed in March 1993, will become Metro's new Headquarters Building and will include approximately 85,000 sq. ft. of Metro office space. In addition, the Metro Headquarters Building will include a childcare facility to serve both Metro and non-Metro parents and their children. The 6,400 sq. ft. childcare facility is designed to accommodate fifty infants, toddlers and preschoolers. Metro is soliciting written proposals for a qualified Childcare Center Operator to develop, implement and operate a high quality child care program for the Metro Headquarters Building Childcare Center. The required elements of the high quality child care program are detailed in the attached Scope of Work.

Metro reserves the right to reject any or all Proposals not conforming to the intent and purpose of the Request for Proposals, to waive any informality or irregularity in any Proposal, and to, for good cause, reject any or all Proposals upon a finding by Metro that it is in the public interest to do so.

Metro and its Contractors will not discriminate against any person or firm upon race, color, national origin, sex, sexual orientation, age, religion, disability, political affiliation or marital status. Metro extends equal opportunity to all persons and specifically encourages disadvantaged and women-owned businesses to access and participate in this and all Metro projects, programs and services.

## PROPOSAL INFORMATION

### 1.0 PROPOSAL SUBMISSION

#### 1.1 Proposers shall prepare their proposals using the following format:

1.1.a. Letter of Transmittal - This letter will summarize in a brief and concise manner, the proposer's understanding of the Scope of Work and their proposed approach to meet the Scope of Work. The letter should name all of the persons authorized to make representations for the proposer, and include addresses and telephone numbers.

1.1.b. Statement of Organization Profile and Qualifications - This statement should describe the proposer, including organizational structure, size, range of activities, pertinent past experience and qualifications, etc. Identify the primary individuals responsible for performing the work, including but not limited to the Site Director, and include resumes and references.

1.1.c. Statement of Work - This section should explain the Scope of Work as understood by the proposer and detail the approach, activities and work product(s) to be delivered by proposer. Specifically, proposer should:

- Describe their overall philosophy and goals for the program and the philosophy and goals for each age group within the program.
- Prepare a typical, detailed daily schedule for each age group.
- Describe plans for involving parents in the program.
- Describe staffing policies and procedures, including training program, employee benefits, ongoing evaluations and proposed staffing schedule.
- Describe in detail a start-up plan and schedule.
- Provide a proposed annual operating budget, including parent's fees for each age group, full and part time, late fees, registration fees and any other fees and all expenses; costs associated with the start-up period should be discussed.
- Include a list of any equipment, toys, furniture and supplies to be provided by proposer.
- Describe how enrollment, priority to Metro parents and/or parents with siblings enrolled, terminations, withdrawals, waiting list, requests for part time will be handled.
- Describe health and safety procedures.
- Describe accounting and fiscal management procedures.
- Describe proposed diaper policy.
- Describe proposed food service, including proposed menus.
- Submit a floor plan for utilization of available space.

- Describe proposer's plan for working with an advisory committee.
- Specify and provide information on any other model program elements deemed unique, innovative and worthy of Metro consideration.

1.1.d. Proposed Parent's Fee Work Sheet - Attachment "C"

1.1.e. Additional Data - Any additional information which the proposer considers pertinent for consideration should be included in this separate section. This may include printed brochures and other material describing proposer or other operations of proposer.

1.2 All proposals must be received no later than 2:00 pm, Friday, December 6, 1992. No late proposals will be accepted. Proposals should be hand carried or mailed to Berit Stevenson, Project Manager, Regional Facilities Department, Metro, 2000 SW First Avenue, Portland, Oregon 97201.

1.3 One original and five copies of the proposal shall be submitted. The original shall bear an original signature of an authorized representative of the proposer. Proposals must be submitted in sealed package(s) or envelope(s) and shall be marked "Proposal - Metro Headquarters Childcare Center Operator."

1.4 A proposer may not modify a proposal after it has been submitted to Metro. A proposer may rescind their proposal and submit a new sealed proposal prior to the time set for receipt of proposals. No oral, telegraphic, facsimile or telephone proposals will be considered.

## 2.0 PROPOSAL EVALUATION

2.1 Metro will appoint a selection committee to evaluate proposals and to select the proposer which best meets the interests of Metro. Selection committee members will include representatives of Metro and local childcare administrators and educators.

2.2 Written proposals will be evaluated, and two to four semi-finalists may be selected. Each semi-finalist may be required to make a presentation of a specified maximum length. The semi-finalists will be notified, and a date and time for presentations will be arranged. The purpose of such presentation is to provide an opportunity for the semi-finalists to clarify or elaborate on their proposal. The proposed site director and any other proposed staff may be required to participate in the presentation.

2.3 Metro may request to make site visits to on-going programs of semi-finalists prior to making an award.

2.4 The selection committee's evaluation will be based on the written responses submitted and on clarifying information received either during the presentation or on-site visits if applicable. The selection committee will use an Evaluation of Proposals Form attached as Attachment "D" to assist in their determination.

### 3.0 PRE-PROPOSAL CONFERENCE

3.1 A pre-proposal conference will be held at 10:00 am, November 13, 1992 at the Oregon Convention Center in the King Boardroom. All proposers are encouraged to attend. This RFP will be explained and proposers may ask questions regarding it and the selection process. A site tour of the facility will be conducted immediately subsequent to the pre-proposal conference. All proposers are encouraged to attend since the Center will be under construction and unescorted access denied.

### 4.0 AMENDMENT TO THE RFP

4.1 Metro may amend this RFP after issuance as a result of either changed circumstances or questions posed by proposers. All proposers who have received this RFP from Metro will receive amendments to the RFP. All requests to amend the RFP must be made in writing and be received by Metro no later than seven calendar days prior to the due date for the proposals.

### 5.0 GENERAL PROPOSAL AND CONTRACT CONDITIONS

5.1 This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to accept any or all proposals received as the result of this request, to negotiate with all qualified proposers, or to cancel all or part of this RFP.

5.2 This RFP represents the most definitive statement Metro will make concerning the information upon which proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the proposals. All questions relating to this RFP should be addressed to Berit Stevenson at (503) 221-1646. Any questions, which in the opinion of Metro, warrant a written RFP amendment will be furnished to all parties receiving this RFP.

5.3 Metro intends to award a Personal Services Agreement with the selected operator. Metro has determined it is in the best interest of children and their parents to provide uninterrupted service for childcare through a

long-term relationship. Therefore, the term of the Agreement will be five years. However, the Agreement will be subject to an annual review.

A copy of the standard Personal Services Agreement contract form approved by Metro General Counsel is attached as Attachment "E". Any proposed changes in the language, construction or requirements of the document must be raised and resolved as a part of the RFP process. All proposers are therefore advised to review, clearly document, and include a response to this document in their proposal.

5.3 The proposal shall be considered valid for a period of at least 90 days from proposal due date. The proposal shall contain the name, title, address and telephone number of an individual or individuals with authority to bind any organization contracted during the period in which Metro is evaluating the proposals.

5.4 All proposers are hereby advised and through submission of a proposal agree to release Metro to solicit and secure background information based upon the information including references provided. Fully descriptive and complete information should therefore be provided to assist in this process and ensure the appropriate impact.

5.5 In the event that any subcontracts are to be utilized in the performance of this agreement, the proposer's attention is directed to Section 2.04.160 of the Metro Code and an October 1991 letter from Metro's Deputy Executive Officer which strongly encourages good faith efforts to utilize Disadvantaged, Minority and Women Owned Business Enterprises and subcontractors and suppliers.

## SCOPE OF WORK

### ON-SITE CHILDCARE CENTER OPERATOR

#### METRO HEADQUARTERS BUILDING

Contractor shall design, implement and operate a high quality, fee-for-service, child care program in the new Metro Headquarters Building. The program will be full-day, year-round and will be developmentally appropriate for young children, ages six weeks to six years.

#### 1.0 FACILITY

1.1 The Metro Childcare Center will be located on the first floor of the new Metro Headquarters Building at 600 Northeast Grand, Avenue, Portland, Oregon. The Metro Headquarters Building is currently under renovation and is scheduled for completion in March 1993 with the Childcare Center expected to be open the first week of May, 1993.

The Center is approximately 6,400 square feet, independently heated and air conditioned, includes a fenced out-door play area, nine drop-off parking spaces for parent's use and a full service kitchen and laundry with all necessary appliances provided. The space will be used exclusively for child care. A basic floor plan is included as Attachment "A" to this Scope of Work to provide general information on the physical space allocation.

Metro will provide the child care space free of rent and will provide typical utilities including water/sewer, natural gas, electricity, garbage and recycling pick-up at no cost to Contractor. In addition, Metro will provide custodial services equivalent to the Metro standard; any special or additional clean-up needs inherent in the operation of a childcare facility will be the responsibility of Contractor. Contractor will be responsible for keeping the diaper changing areas clean and sanitized.

Metro will provide initial equipment, toys, and furniture sufficient to operate a high quality child care program. A preliminary list is attached to this Scope of Work as Attachment "B". The selected operator will be required to assist in the further development of the list and the administrative activities related to the procurement and installation of the the items on the list. All costs associated with the procurement of the such items including delivery, assembly and installation will be borne by Metro.

Contractor shall make no alterations or renovations to the facility without the prior authorization of Metro.



## **2.0 PROGRAM**

### **2.1 The goals of the Metro Childcare Center shall be:**

- a. To provide quality child care, at a reasonable and competitive cost, to the children of employees of Metro and to other parents during normal working hours.
- b. To provide the children a stimulating and safe child care environment and a learning experience.
- c. To encourage parental involvement through newsletters, parent/teacher conferences, special activities, daily lesson plans and permitting visits by parents at all times.
- d. To provide a continuing educational component for both parents and staff.

The space has been designed to accommodate 12 infants, 12 toddlers and 26 preschoolers. This allocation assumes square footage requirements in excess of the Oregon Children Services Division (CSD) minimum standards. The actual number and age mix of children may differ depending on the identified needs of the parents. The minimum age will be six weeks and the maximum 6 years. The mix of ages should be age appropriate and suitable for the ongoing success of the program.

A multi-cultural, anti-bias curriculum should be developed and implemented for the overall program. Separate programs must be designed to accommodate each age group. The daily program for all age groups must include varied age appropriate activities which provide both quiet and active periods, indoor and outdoor play, as well as meals, snacks and nap periods.

Contractor will be required to apply for and receive accreditation from the National Association for the Education of Young Children (NAEYC) within two years of commencing operation. Contractor will maintain this accreditation through the life of this agreement. Contractor shall apply for and receive a license from the State of Oregon to provide child care and any other permits that are necessary to open and operate the Center.

All proposed services and curriculum shall be age appropriate and be designed to meet or exceed the minimum Rules for Certification of Day Care Centers issued by CSD and any other State of Oregon or Federal requirements that apply to child care operations.

Diaper changing areas will be provided in the Center. Contractor will be responsible for keeping the areas clean, sanitized and organized. Because Metro is the agency

responsible for solid waste planning and recycling, use of disposable diapers will be strongly discouraged.

Contractor will be required to provide necessary meal service. A fully equipped kitchen for such meal service has been provided, however, Contractor is not required to utilize the kitchen facility for the provision of food service.

Contractor will be responsible for initial and continued enrollment of the Center, maintaining the appropriate age ranges and mixes of children. Contractor shall give priority to children of Metro employees. Initially, priority should be given such that at least 50% of enrolled children are children of Metro parents. This priority figure of 50% may be adjusted up or down from time to time to reflect actual demand of Metro parents. Once enrolled, children without Metro affiliation will not be discharged to accommodate Metro affiliated children.

The minimum hours of operation will be from 7:00 a.m. to 6:00 p.m., Monday through Friday. The Center will observe the same holidays recognized by Metro. A list of these holidays will be provided to Contractor each year.

Hours of operation may be adjusted at a later date dependent on use and identified needs. One such potential need which has been identified is child care services during Metro Council meetings which occur in the evenings on the second and fourth Thursdays of each month. Contractor will be required to provide childcare services during Metro Council meetings for a three month period which shall occur within six months of commencement of operations. Fees for such services shall be approved by Metro. Upon completion of this three month period, Contractor shall issue a written report detailing the use and nature of the after hours operation and a recommendation regarding continued operation. Metro will determine ~~[if continued operation is feasible]~~ *whether to continue the after hours operation.*

Contractor fees charged to parents for child care services must be consistent with and not exceed the range of market rates for Portland area child care centers of comparable quality. These fees will be reviewed by Contractor and Metro on an annual basis and revised as necessary. Metro will approve all fees charged by Contractor. Since rent, utilities and janitorial services will be assumed by Metro, it is expected that a better wage and benefit package will be offered to Center employees.

### 3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Contractor shall be responsible for the complete management and operation of the Center, including but not limited to all aspects of child care, teaching, staff selection and training, parent relations, fee collection (a payroll collection system for the automatic deduction of fees from Metro parent's paycheck is anticipated), record keeping, financial reporting and budget preparation and submission. In addition, Contractor will be responsible for accomplishing all tasks related to the start-up and

opening of the Center. A partial but not exhaustive list of specific responsibilities of the Contractor follows:

- a. Provide all staffing and staff training. Staff levels shall, at a minimum, meet CSD's requirements, however, Metro desires staffing levels which will optimize the care and education of the children. Staff shall submit to criminal history background checks or other checks as requested by Metro. Contractor shall provide a highly qualified, full-time site Director who possesses exceptional qualifications and experience. Contractor shall provide adequate staff training programs to ensure highly qualified staffing. At a minimum, staff should be trained in age appropriate curriculum, the prevention and detection of child abuse, first aid and CPR.
- b. Provide laundry and diaper service as needed for use in the Center.
- c. Provide day to day Center management - including the provision of office equipment not specified as provided by Metro, office supplies, bookkeeping, application processing and maintenance of clients waiting list.
- d. Establish and implement security and health and safety procedures for children, parents and staff during operating hours. At a minimum, Contractor shall provide an emergency evacuation plan for the Center and shall conduct monthly fire drills.
- e. Establish and work with parents to promote and encourage parent involvement in a variety of ways, including, at a minimum, provision of a parent's handbook detailing Center policies and procedures, scheduling regular parents' conferences and providing a reference library of childcare and parenting materials available to parents.
- f. Provide a nutritious breakfast, lunch, mid-morning and mid-afternoon snack and milk, as well as other CSD nutrition requirements.
- g. Responsible for all telephone related expenses, with the exception of single line telephone instruments and internal building wiring, which will be provided by Metro. Expenses which will be the responsibility of Contractor include local and long distance telephone line charges and maintenance charges.
- h. Provide all program supplies, including manipulatives, office supplies, first aid supplies, food service supplies and any other supplies necessary for an ongoing program.
- i. Maintain the follow insurance coverage throughout the term of this Agreement:

1. Comprehensive or Commercial General Liability specifically covering childcare operations. This insurance shall include bodily injury, property damage, personal injury, contractual liability for the indemnity provided under this agreement and products/completed operations liability. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent.
2. Automobile Liability - combined single limit per occurrence of not less than \$1,000,000 or the equivalent.
3. Workers' Compensation - Contractor, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers.
4. The liability insurance coverages required shall name Metro, its elected officials, officers, employees, and agents as additional insureds. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

3.2 Contractor will be required to prepare and submit the following periodic reports and items.

- a. At least two weeks prior to opening, a start-up report which details Center personnel, including results of reference and criminal history background checks, security and health and safety procedures, license/certification status and enrollment status.
- b. Quarterly reports which detail enrollment size, ages of children, parent affiliation to Metro, financial reports, facility condition, unusual concerns, any other relevant general information and any additional requested information.
- c. Incidence reports which detail all criminal or other incidents requiring medical attention. These written reports should be delivered to Metro within 24 hours of the occurrence.
- d. Yearly audited financial statements.
- e. Proof of current state and local licenses; proof of tax-exempt status if applicable; and proof of NAEYC certification; proof of insurance coverage as requested by Metro.

f. Upon reasonable request by Metro, Contractor shall demonstrate its financial capability of continuing its operations under the terms of this Agreement.

3.3 Miscellaneous responsibilities of Contractor include the following:

a. Contractor shall participate and cooperate with Metro's Childcare Advisory Committee, if such a Committee is established.

b. The Contractor shall be responsible for any damage to either Metro provided equipment, toys and furniture or the Center which occurs due to wrongful or negligent act(s) of the Contractor. Normal wear and tear due to the every-day operation of the Center is not the responsibility of the Contractor.

c. Contractor shall not discriminate on the basis of sex, race, religion, color, age, marital status, political affiliation, national origin, sexual orientation or disability with respect to enrollment of children or employment of staff. Religious teaching and dissemination of religious or political material will not be allowed.

d. Media coverage of the Center must be approved in advance by Metro. In addition, Contractor shall submit to Metro for approval all written and/or printed materials prior to distribution or publication.

e. Contractor shall comply with all building regulations and policies, including but not limited to security and access arrangements, health and safety, parking and recycling operations.

f. No portion of the work may be subcontracted without the prior written consent of Metro.

g. Contractor is not an employee or agent of Metro. Parents with children enrolled at the Center shall contract directly with Contractor. Except for matters explicitly addressed in this agreement, decisions and responsibilities with respect to the program, enrollment, fees and tuition, staffing, policy making, and any and all other aspects of the operation and conduct of the Center's business shall be the exclusive right, prerogative and responsibility of the Contractor.

3.4 Contractor shall indemnify and hold Metro, its elected officials, employees and agents harmless from any and all claims, demands, losses and expenses, including attorney fees, arising out of or in anyway connected with the performance of the agreement and arising out of or in anyway connected with the childcare operations.

#### **4.0 METRO'S RESPONSIBILITIES**

##### **4.1 Metro will provide the following:**

- a. Use of the childcare facility at 600 NE Grand Avenue, and the adjacent play area and drop-off parking spaces as indicated on the attached site plan. (Attachment a).
- b. Janitorial services (i.e., vacuuming, disposal of trash, general cleaning of restroom facilities) and utilities including water/sewer, natural gas, electricity, garbage and recycling services.
- c. Landscape maintenance.
- d. Purchase or supply of initial equipment, toys and furniture. These items will remain the property of Metro and will be provided for use to the Contractor only for operation of the Metro Center, and only until the expiration of the Agreement. Contractor shall maintain an inventory of all such items which shall be subject to periodic review and verification by Metro. Metro will provide routine maintenance of such items, however replacement will be the responsibility of Contractor.
- e. Publicity to solicit Metro employee participation in the program.

#### **5.0 START-UP PERIOD PRIOR TO CENTER OPENING**

5.1 Metro desires participation of the selected operator prior to opening to insure an effective partnership and a quality child care program. Metro expects that this participation will encompass a two to three month period and will include the following activities. Other activities may also be required:

- a. Participation in selection and purchase of initial equipment, toys and furniture (funds provided by Metro);
- b. Participation in the naming and logo development for the Center;
- c. Preparation of Center for opening - set up classrooms, kitchen, equipment, office systems;
- d. Hiring of staff, orientation, necessary training;
- e. Certification/licensing process;
- f. Preparation of Parent's Handbook, brochures and other printed material;
- g. Enrollment of children.

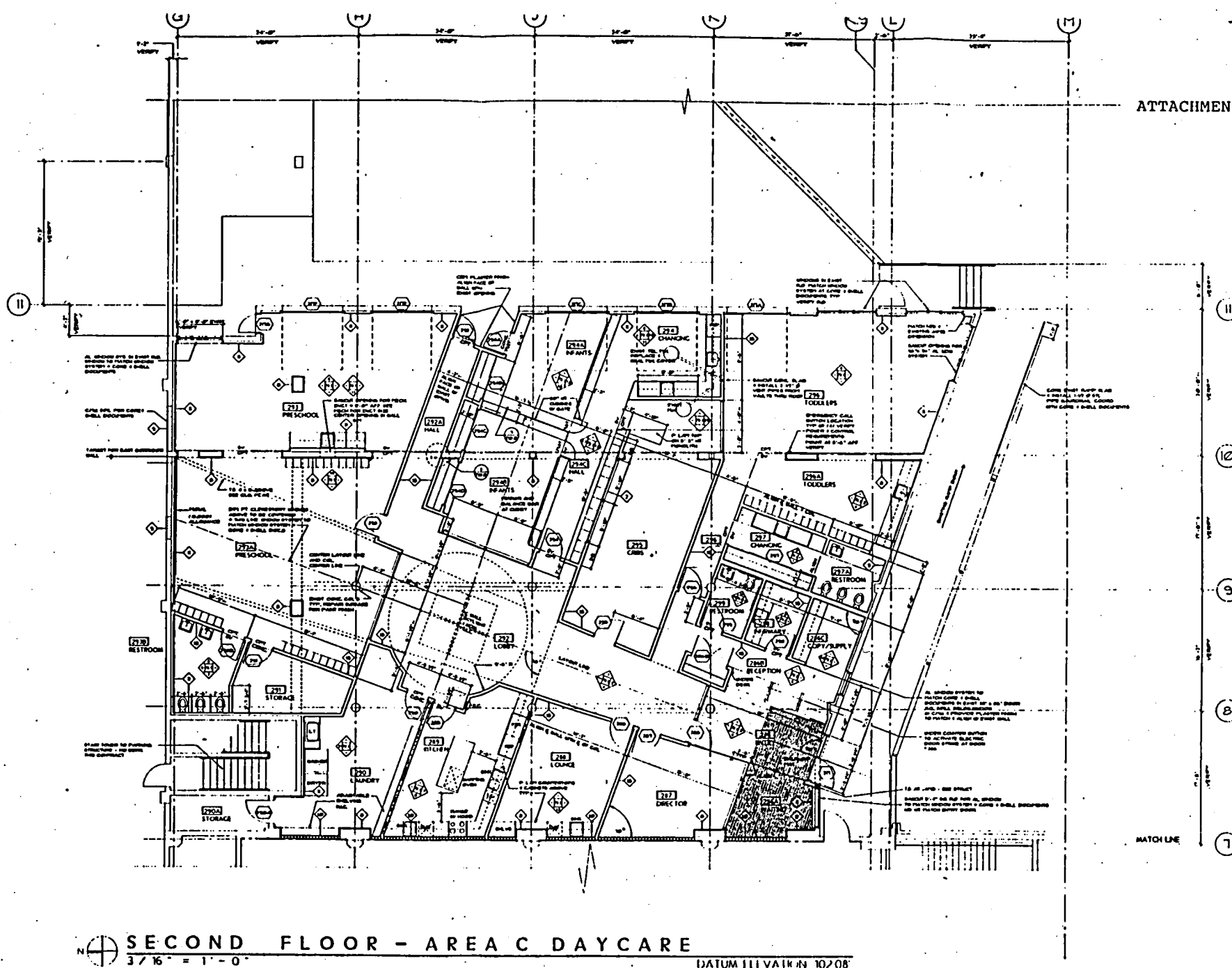
To facilitate this start-up period, Metro will provide employee time and in-kind services such as copying, graphic design and storage space. However, during this

start-up period, no funds are available for salary to the selected operator or operator's staff. The proposed budget should take into account this start-up period.

## **6.0 ANNUAL REVIEW PROCESS**

Metro has determined it is in the best interest of children and their parents to provide uninterrupted service for childcare through a long-term relationship. Therefore, the term of the Agreement will be five years commencing upon the execution of the Agreement.

To insure continued quality childcare throughout the term of the Agreement, an annual review will be conducted by Metro to determine Contractor's compliance with the Scope of Work. The review process will entail an interview with Contractor's key personnel and possible written responses to questions posed by Metro. Contractor is required to cooperate with Metro by participating in the interview and providing timely responses. Metro will issue a written evaluation based on the annual review to Contractor. Termination of the Agreement will result if Contractor is found to be significantly non-compliant with the Scope of Work.



# SECOND FLOOR - AREA C DAYCARE

DATUM 111 VAIR N 102.08

## GENERAL FLOOR PLAN NOTES

1. DIMENSIONS ARE TO FACE OF FINISH GLASS WINDOW FRAMES.
2. WALLS AT INTERIOR CORNERS ARE SHOWN AND CONSIDERED ON THE INTERIOR SIDE UNLESS NOTED OTHERWISE. WALLS AT THE CORNERS OF ROOMS ARE SHOWN AND CONSIDERED ON THE INTERIOR SIDE UNLESS NOTED OTHERWISE.
3. TO 1/8\"/>

**NOTE:**  
REFER TO CORE AND SHELL DOCUMENTS DATED APRIL 21/1992 AND ADDENDUMS 1 AND 2 FOR WORK PRIOR TO THIS PACKAGE ALSO REFER TO ALL A&E'S ISSUED PREVIOUS TO 10/1992.



## Attachment "B"

### Preliminary List of Equipment Toys and Furniture

#### **Infant Room:** 12 children

##### Equipment:

- 12 cribs
- 2 highchairs
- 4 small tables
- 8 chairs
- 1 rocking chair
- 1 comfortable loveseat
- 2 large interlocking cubes
- interlocking mats
- 5 soft structure stacking shapes
- 1 refrigerator
- 1 microwave
- 2 laundry (diaper) pails
- 1 trash receptacle
- 1 recycle receptacle
- 1 step stool
- 1 sink (handwashing for staff and children)
- Built-in cabinets with 14 cubbies

#### **Toddler Room:** 12 children

##### Equipment:

- 15 sleeping cots
- 4 tables
- 15 small chairs
- 4 bigger chairs
- 2 art easels
- 1 large interlocking slide
- 1 large floor toy shelf (2 piece and connects back-to-back)
- 1 large floor book shelf
- 1 set of play stove & refrigerator
- 1 water/sand table
- 1 small table for audiocassette & record player
- 1 handwashing sink and drinking fountain
- 15 wall open-locker cubbies with shelving above
- 1 large wall storage cabinets
- 1 trash receptacle
- 1 recycling receptacle
- 2 laundry (diaper) receptacles

**Preschool Room: 26 children**

**Equipment:**

- 4 tables (eating)
- 2 small tables (arts-n-crafts)
- 1 large manipulative table
- 30 kid chairs
- 4 adult chairs
- 1 comfortable loveseat or chair
- 30 sleeping mats
- 1 sleeping mat rack (freestanding & takes up floor space)
- 1 handwashing sink and 1 drinking fountain
- 10 floor shelving units
- built-in cabinets including 30 cubbies
- 1 play stove & refrigerator
- 1 water/sand table
- 1 small table for audiocassette & record player
- 1 small table for "woodworking"
- 1 trash receptacle
- 1 recycling receptacle
- 1 art easel

Attachment "C"

PROPOSED PARENT'S FEE WORK SHEET

Full Year Rates from May 1993 - May 1994

Metro Headquarters Childcare Center

Full year, Full time Rates

Infant (to 12 months)	\$	_____
Toddler (12 to 30 months)	\$	_____
Preschooler (30 months to 6 years)	\$	_____

Part-time Rates

Infant (to 12 months)	\$	_____
Toddler (12 to 30 months)	\$	_____
Preschooler (30 months to 6 years)	\$	_____

Other Fees

Late Fees	\$	_____
Registration Fees	\$	_____
(indicate if one time or annual fee)		
Other Special Fees : _____	\$	_____

## Attachment "D"

### EVALUATION OF PROPOSALS FORM

#### Metro Headquarters Childcare Center

<u>Evaluation Components</u>		<u>Number of Points Available</u>	<u>Percentage</u>
<b>I. OVERALL PROPOSAL</b>			
a.	General understanding of programmatic needs and quality of care	15	
b.	Overall ability to provide services that meet the child care needs of Metro employees	15	
		----	
	Total for Overall Proposal	30	15%
<b>II ADMINISTRATION AND CENTER MANAGEMENT</b>			
a.	Qualifications of Operator	5	
b.	Qualifications of On-Site Director	10	
c.	Qualifications of other staff and adequacy of plan for training of staff	10	
d.	Plan for utilization of staff and staff to child ratio	10	
e.	Evidence of sound fiscal and operational policies and procedures	15	
		-----	
	Total for Admin. and Center Management	50	25%
<b>III. PROGRAM</b>			
a.	Adequacy of plan for health and safety, discipline, nutrition and enrollment	40	
b.	Adequacy of plan for parent involvement/ access/ communication	10	
c.	Adequacy of plan for daily routine and curriculum	20	

d.	Adequacy of plan for initial enrollment and start-up	10	
	Total for Program	80	40%
<b>IV. FINANCIAL MANAGEMENT AND COST</b>			
a.	Fiscal Accountability	10	
b.	Completeness and adequacy of operating budget	10	
c.	Affordability of parent fees and adequacy of fee scale	10	
d.	Adequacy of wage & benefits to Center staff	10	
	Total for Financial Management	40	20%

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation organized under ORS Chapter 268, referred to herein as "Metro," located at 2000 S.W. First Avenue, Portland, OR 97201-5398, and \_\_\_\_\_, referred to herein as "Contractor," located at \_\_\_\_\_.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective \_\_\_\_\_, and shall remain in effect until and including \_\_\_\_\_, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A--Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the maximum sum of \_\_\_\_\_ AND \_\_\_\_/100THS DOLLARS (\$\_\_\_\_), in the manner and at the time specified in the Scope of Work.
4. Insurance.
  - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
    - (1) Broad form comprehensive general liability insurance covering personal injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and

- (2) Automobile bodily injury and property damage liability insurance.
- b. Insurance coverage shall be a minimum of \$500,000 per occurrence, \$250,000 per person, and \$50,000 property damage. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
- c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.
- d. Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability.
- e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.
5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, with any patent infringement arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.
6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.
8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.
9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.
10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.



11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545-279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.
12. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party.
13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor five days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.
14. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.
15. Modification. This Agreement is the entire agreement between the parties, and may only be modified in writing, signed by both parties.

CONTRACTOR

METROPOLITAN SERVICE DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## REGIONAL FACILITIES COMMITTEE REPORT

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RESOLUTION NO. 92-1694A, AUTHORIZING THE ISSUANCE OF THE REQUEST FOR PROPOSALS FOR THE OPERATOR OF METRO'S ON-SITE CHILDCARE FACILITY TO BE LOCATED IN THE HEADQUARTERS BUILDING.

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Date: October 14, 1992                      Presented by: Councilor Washington

**COMMITTEE RECOMMENDATION:** At its October 13, 1992 meeting the Regional Facilities Committee voted 3-0 to recommend Council adoption of Resolution No. 92-1694A. Voting were Councilors McLain, McFarland, and Washington. Councilors Collier and Gronke were absent.

**COMMITTEE DISCUSSION/ISSUES:** Headquarters Project Manager Berit Stevenson presented the staff report. She referred to an earlier committee discussion of a draft RFP for child care at the Metro Headquarters building, and said the resolution under consideration incorporated changes suggested by the Regional Facilities committee and committee staff. She discussed the proposed Child Care Advisory Committee, saying the RFP does not specify the composition or role of the committee, which can be resolved outside the RFP process. The RFP only requires the contractor to cooperate with the advisory committee.

Councilor McFarland said she has no quarrel with the RFP, recognizing there will be areas that require modification after we get some experience. She had concerns about liability from the original draft, but she is comfortable with the RFP if counsel advises that liability is not a problem. She thanked Ms. Stevenson for her work.

Councilor Washington asked General Counsel Dan Cooper if Metro is protected from liability. Mr. Cooper said the "hold harmless" clause in Section 3.4 in conjunction with insurance requirements elsewhere would protect Metro from liability costs. Councilor Washington asked who is responsible for ensuring the safety of toys and equipment. Ms. Stevenson said the operator would assist Metro in selecting the equipment, and Risk Management would be consulted. Councilor McFarland said there are state and federal product safety requirements that govern such equipment in child care centers. Councilor Washington asked whether required background checks would ensure children's safety. Mr. Cooper said there is no way to guarantee such safety, but requiring background checks of personnel and contracting with a reputable provider greatly minimizes the possibility of something slipping through the cracks. Ms. Stevenson said we are including as many checks as we can. Councilor McFarland said that in most cases where children have been harmed by a day care employee, there were early warnings that something might happen which were ignored. If we follow our procedures, we will probably avoid such problems.

Councilor McLain cited a provision on page 9 of the RFP regarding procedures for determining whether to keep the child care center open for Council meetings, to encourage people to come to the meetings. She had a problem with the word "feasible" in the last sentence of the fourth full paragraph. She wanted it to be clear that Metro would be able to decide whether to keep the center open after hours, and not have the decision based on the operator's financial concerns. Councilor McFarland moved to amend the last sentence in that paragraph, as follows:

Metro will determine ~~if--continued--operation--is--feasible~~  
whether to continue the operation.

The amendment was approved 3-0.

Council Analyst Casey Short pointed out the RFP called for a 5-year contract, and that the resolution would authorize the Executive Officer to execute the contract, waiving the Council's prerogative to approve the contract following the RFP process. Committee members had no objection to these provisions.

## STAFF REPORT

Meeting Date: October 13, 1992

### CONSIDERATION OF RESOLUTION 92-1694 FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE OF THE REQUEST FOR PROPOSALS (RFP) FOR THE OPERATOR OF METRO'S ON-SITE CHILDCARE FACILITY TO BE LOCATED IN THE HEADQUARTERS BUILDING

Date: October 5, 1992

Presented by: Berit Stevenson

#### FACTUAL BACKGROUND

The Metro Headquarters Project includes as a work element the provision of an on-site childcare facility. The 6,400 square foot facility has been designed to accommodate 50 children. Initially, approximately half are expected to be children of Metro employees, while the other half are expected to be children from the surrounding neighborhood. As Metro's employee base increases, more children of Metro parents may be served by the facility.

The attached RFP to select an operator for the Childcare facility has been prepared by Metro staff with the assistance of Tom Tison, Metro's childcare consultant. The RFP has been written using both the State of Oregon and the BPA childcare programs as models. Both of these programs offer infant through preschooler on-site programs in their buildings. In each case, the government agency contracts with a non-profit operator to provide complete childcare services. The government agencies provide the space occupied by the childcare facility free of rent and pay for utilities and janitorial services. Equipment necessary for the program such as cribs, tables and chairs are purchased by the government agency and remain the property of the government agency.

A draft RFP was presented to the Regional Facilities Committee at the September 22nd meeting. Staff has addressed the Committee questions as well as a list of several questions posed by Council Analyst, Casey Short. The Regional Facilities Committee is now being asked to authorize the issuance of the RFP which would result in a multi-year, "A" list contract.

#### ANALYSIS

Modifications to the RFP which were discussed at the September 22nd meeting have been incorporated in the RFP which is attached as Exhibit "A". In addition, two questions were raised which are addressed below. These two questions are (1) the role and membership of Metro's Childcare Advisory Committee (CAC) and (2) the independent contractor status of the Operator and the resulting issue of Metro liability for the actions of the Operator.

The RFP indicates that the selected Operator will be required to "participate and cooperate with Metro's Childcare Advisory Committee". This committee would, as the name implies, act in an advisory capacity, providing advice to the Executive

Office regarding the operations of the childcare facility and the performance of the operator. Day-to-day management decisions would remain the responsibility of the Operator. It is expected that the CAC would meet at least quarterly and would receive a report regarding the operations of the childcare program from both the Metro staff member acting as Contract Manager and the Operator's Site Director, both of whom would be *ex officio* members of the CAC. CAC members would have opportunity to ask questions, receive relevant financial and other information and make recommendations regarding the childcare operations. This advice in the form of recommendations would be provided to the Metro staff responsible for managing the agreement and monitoring the Operator's performance.

This management model is consistent with numerous other Metro contracts which are administered by Metro's Executive department and with other government agencies which include on-site childcare programs. Membership of the CAC has not been finalized at this time but would likely be appointments by the Executive Department and would include participation from the Metro Council, the union, parents of children enrolled in the program and local childcare administrators and/or educators.

The second issue raised concerns the independent contractor status of the Operator and the potential liability to Metro for actions of the Operator. Metro's General Counsel and Risk Manager have been consulted regarding this issue. While all Metro staff working with the childcare initiative recognize the highly sensitive nature of the program, advice from both Risk Manager and General Counsel indicate that the RFP as written provides adequate protection for Metro. Specifically, the insurance which will be required from the Operator includes coverage specifically designed for childcare operations. In addition, the indemnification and holdharmless requirement further protects Metro from the activities of the Operator.

Apart from the insurance and indemnification requirements, the RFP was written with numerous devices intended to monitor the Childcare operation. These include the requirement of the Operator to participate and cooperate with the CAC, numerous reporting requirements including proof of compliance with state and local licenses and certification with NAEYC and the annual review process.

#### BUDGET IMPACT

The contract with the Operator of the Childcare Center will not require payments to the Operator as the Operator is compensated for services provided from tuition fees collected. It is estimated that 10-20% of a Metro FTE's time would be necessary to manage the contract. The capital cost to design, construct and equip the Childcare Center is included within the Metro Headquarters Project budget.

#### RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 92-1694 by the Metro Council.



**METRO**

2000 S.W. First Avenue  
Portland, OR 97201-5398  
503/221-1646

# Memorandum

DATE: September 22, 1992

TO: Regional Facilities Committee

FROM: Casey Short<sup>es</sup>, Council Analyst

RE: Proposed RFP for Child Care Services at Metro Headquarters

I have reviewed the proposed RFP for child care services at the Metro Headquarters facility, which is scheduled for review at your committee meeting today. The RFP requires Council approval by resolution because it is a multi-year contract, so today's review should be considered preliminary. I understand the Regional Facilities Department plans to have a resolution authorizing release of the RFP before your committee at the October 6 meeting.

I have a few questions regarding the proposed RFP, beginning on page 8.

p. 8, first full paragraph: "The mix of ages should be age appropriate . . . " What does this mean?

p. 8, third paragraph: Why are we asking for accreditation from two agencies (National Association for the Education of Young Children and National Academy of Early Childhood Programs)?

p. 9, second full paragraph: Please explain how the goal of maintaining at least 50% "Metro kids" will work in practice. What will be the policy if less than 50% of openings are requested by Metro employees? Conversely, is there a ceiling for Metro employees' participation - could the center have 100% Metro kids if the demand were there?

p.9, third full paragraph: Please clarify whether the contractor will be expected to provide child care during Council meetings and committee meetings.

p. 9, fourth full paragraph: "Contractor fees charged to parents for child care services must be consistent with and not exceed the range of market rates for Portland area child care centers of comparable quality. These fees will be reviewed on an annual basis and revised as necessary."

Who will determine whether rates are within market rates, and how will that determination be made? Will Metro have authority to approve rates/fees?

"Since rent, utilities and janitorial services will be assumed by Metro, it is expected that a better wage and benefit package will be offered to Center employees."

Will wage and benefit rates be considered in determining the contract award?

p. 9, section 3.1: ". . . a payroll collection system for the automatic deduction of fees from Metro parent's paycheck is anticipated. . . "

When is such a system expected to be in operation? What will be the costs?

p. 9, section 3.1(a): "Staff shall submit to criminal history background checks or other checks as requested by Metro."

What "other checks" are contemplated?

p. 10, section 3.1(e): There is a reference here to "parent organizations." What is contemplated here?

p. 10, section 3.1(f): I applaud the requirement that breakfast be provided, but experience teaches me that it only be provided if a child arrives by a certain time.

p. 10, section 3.1(g): Reference to "these" expenses should be clarified to indicate that the contractor is responsible for local and long distance telephone line charges and maintenance charges.

p. 11, section 3.3.a: What is to be the composition of Metro's Childcare Committee, how will its members be selected, and what will be its charge?

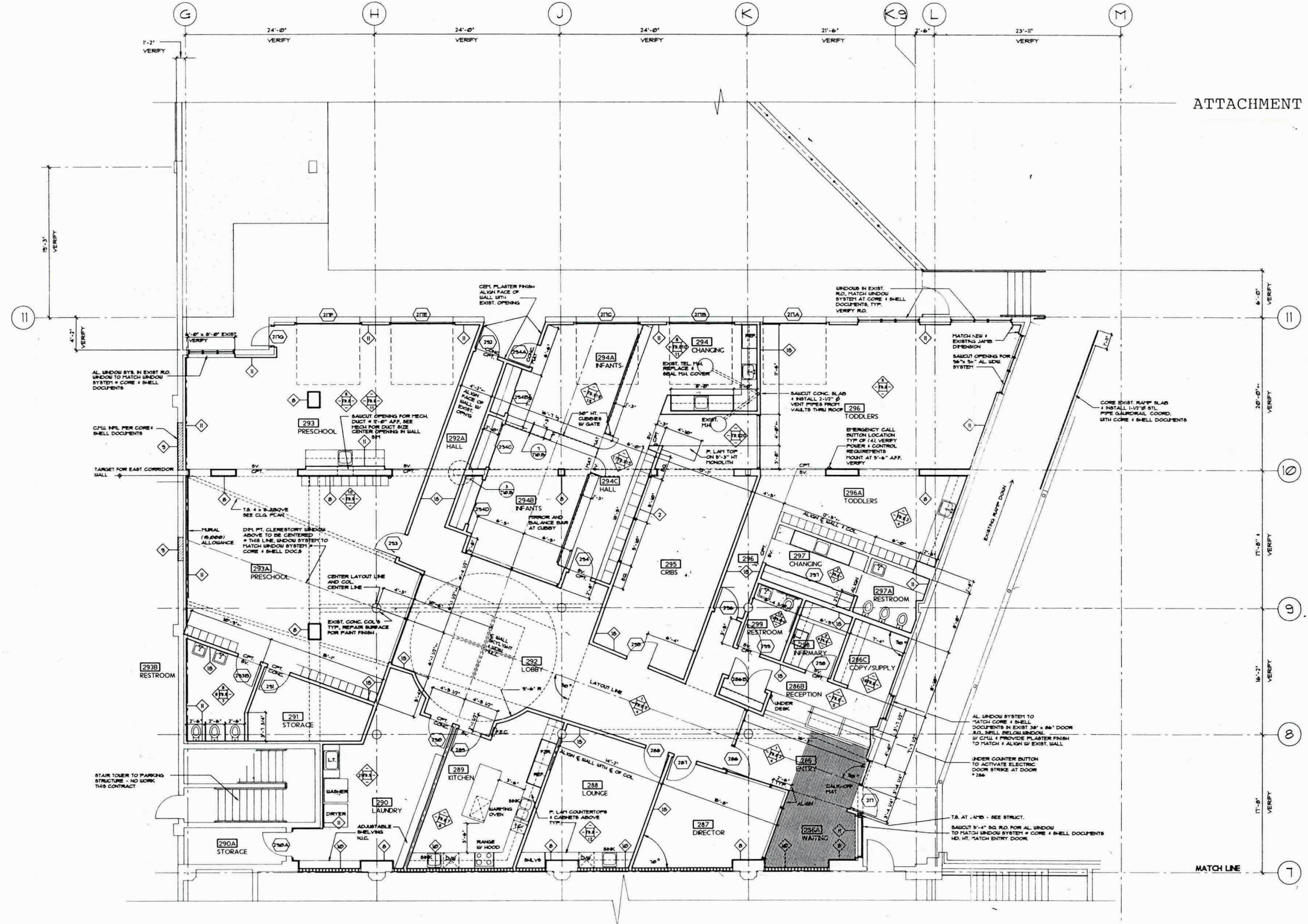
p. 12, section 3.3(c): Is there a reason the non-discrimination clause does not include sexual orientation?

p. 13, top paragraph (section 4.1.d): Please explain why replacement of equipment, toys and furniture is to be the responsibility of the contractor. It seems to me that if Metro is committing to buy the original equipment, then Metro should replace it. This should either be a contractor responsibility from the outset or a Metro responsibility, including replacement.

Attachment B: When will the list of equipment, toys and furniture be available?

Attachment D: Section 2.1 (on page 9 of the RFP) says Metro expects a better wage and benefit package will be offered to Center employees. If we are expecting such a thing, shouldn't employee compensation be an evaluation criterion?





## SECOND FLOOR - AREA C DAYCARE



3/16" = 1'-0"

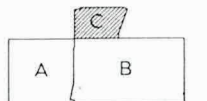
DATUM ELEVATION 102.08'

### GENERAL FLOOR PLAN NOTES

1. DIMENSIONS ARE TO FACE OF FINISH UNLESS NOTED OTHERWISE.
2. WALLS AT GARDENES AND/OR CORPUS ARE CENTERED ON THE GRID/COLUMN. CENTER WALLS MEETING VERTICAL HALLWAYS ALIGN WALL FACES WHERE T1 WALLS ADJUT CORE + SHELL WALLS UNLESS NOTED OTHERWISE.
3. T1 WALLS - WALL TYPE UNLESS NOTED OTHERWISE.
4. # HORIZONTAL LOUVER BLINDS PER CORE + SHELL PACKAGE.
5. MECHANICAL COORDINATION BUTTON LOCKSET - OWNER FURNISHED, CONTRACTOR INSTALLED.

### NOTE:

REFER TO CORE AND SHELL DOCUMENTS DATED APRIL 27/1992 AND ADDENDUMS 1 AND 2 FOR WORK PRIOR TO THIS PACKAGE. ALSO REFER TO ALL A.S.I.'S ISSUED PREVIOUS TO 7/1/1992.



AREA KEY PLAN





**METRO**

2000 S.W. First Avenue  
Portland, OR 97201-5398  
503/221-1646

# Memorandum

RECEIVED SEP 15 1992

RECEIVED SEP 15 1992

TO Paulette Allan, Clerk of Council

FROM Berit Stevenson *B. Stevenson*  
HQ Project Manager

DATE September 15, 1992

RE RFP for On-site Childcare Operator

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Attached you will find the RFP for the On-site Childcare Operator which is an "A" list contract and which will be an agenda item at the September 22nd Regional Facilities Meeting. Please see that this RFP is included in the agenda packet. Thanks in advance for your assistance.

Attachment

METROPOLITAN SERVICE DISTRICT

Request For Proposals  
for  
On-Site Childcare Center Operator

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TO:	Prospective Proposers
SUBJECT:	Requests for Proposals for On-site Childcare Center Operator at the Metro Headquarters Building
ISSUE DATE:	September 30, 1992
ISSUED BY:	Berit Stevenson Regional Facilities Department, Metro (503) 221-1646
MAILING ADDRESS:	Metro 2000 Southwest First Avenue Portland, Oregon 97201 Attn: Berit Stevenson
PROPOSALS DUE:	2:00 pm, PST Friday, October 30, 1992

INVITATION TO PROPOSE  
for the  
ON-SITE CHILDCARE CENTER OPERATOR  
for the  
METRO HEADQUARTER BUILDING

The Metropolitan Service District (Metro) administers region wide concerns in the urban areas of Clackamas, Multnomah and Washington counties. Metro is responsible for solid waste management, operation of the Metro Washington Park Zoo, transportation and land use planning, urban growth boundary management, technical services to local governments and, through the Metropolitan Exposition-Recreation Commission, management of the Oregon Convention Center, Memorial Coliseum, Civic Stadium and the Portland Center for the Performing Arts.

Metro has recently purchased and is renovating the former Sears Department store located in Northeast Portland at the intersection of Grand Avenue and Irving Street. The building, scheduled to be completed in March 1993, will become Metro's new Headquarters Building and will include approximately 85,000 sq. ft. of Metro office space. In addition, the Metro Headquarters Building will include a childcare facility to serve both Metro and non-Metro parents and their children. The 6,400 sq. ft. childcare facility is designed to accommodate fifty infants, toddlers and preschoolers. Metro is soliciting written proposals for a qualified Childcare Center Operator to develop, implement and operate a high quality child care program for the Metro Headquarters Building Childcare Center. The required elements of the high quality child care program are detailed in the attached Scope of Work.

Metro reserves the right to reject any or all Proposals not conforming to the intent and purpose of the Request for Proposals, to waive any informality or irregularity in any Proposal, and to, for good cause, reject any or all Proposals upon a finding by Metro that it is in the public interest to do so.

Metro and its Contractors will not discriminate against any person or firm upon race, color, national origin, sex, sexual orientation, age religion, disability, political affiliation or marital status. Metro extends equal opportunity to all persons and specifically encourages disadvantaged and women-owned businesses to access and participate in this and all Metro projects, programs and services.

## PROPOSAL INFORMATION

### 1.0 PROPOSAL SUBMISSION

#### 1.1 Proposers shall prepare their proposals using the following format:

1.1.a. Letter of Transmittal - This letter will summarize in a brief and concise manner, the proposer's understanding of the Scope of Work and their proposed approach to meet the Scope of Work. The letter should name all of the persons authorized to make representations for the proposer, and include addresses and telephone numbers.

1.1.b. Statement of Organization Profile and Qualifications - This statement should describe the proposer, including organizational structure, size, range of activities, pertinent past experience and qualifications, etc. Identify the primary individuals responsible for performing the work, including but not limited to the Site Director, and include resumes and references.

1.1.c. Statement of Work - This section should explain the Scope of Work as understood by the proposer and detail the approach, activities and work product(s) to be delivered by proposer. Specifically, proposer should:

- Describe their overall philosophy and goals for the program and the philosophy and goals for each age group within the program.
- Prepare a typical, detailed daily schedule for each age group.
- Describe plans for involving parents in the program.
- Describe staffing policies and procedures, including training program, employee benefits, ongoing evaluations and proposed staffing schedule.
- Describe in detail a start-up plan and schedule.
- Provide a proposed annual operating budget, including parent's fees for each age group, full and part time, late fees, registration fees and any other fees and all expenses; costs associated with the start-up period should be discussed.
- Include a list of any equipment, toys, furniture and supplies to be provided by proposer.
- Describe how enrollment, priority to Metro parents, terminations, withdrawals, waiting list, requests for part time will be handled.
- Describe health and safety procedures.
- Describe proposed diaper policy.
- Describe proposed food service, including proposed menus.
- Submit a floor plan for utilization of available space.
- Describe proposer's plan for working with an advisory committee.

- Specify and provide information on any other model program elements deemed unique, innovative and worthy of Metro consideration.

1.1.d. Proposed Parents' Fee Work Sheet - Attachment "C"

1.1.e. Additional Data - Any additional information which the proposer considers pertinent for consideration should be included in this separate section. This may include printed brochures and other material describing proposer or other operations of proposer.

1.2 All proposals must be received no later than 2:00 pm, Friday, October 30, 1992. No late proposals will be accepted. Proposals should be hand carried or mailed to Berit Stevenson, Project Manager, Regional Facilities Department, Metro, 2000 SW First Avenue, Portland, Oregon 97201.

1.3 One original and five copies of the proposal shall be submitted. The original shall bear an original signature of an authorized representative of the proposer. Proposals must be submitted in sealed package(s) or envelope(s) and shall be marked "Proposal - Metro Headquarters Childcare Center Operator."

1.4 A proposer may not modify a proposal after it has been submitted to Metro. A proposer may rescind their proposal and submit a new sealed proposal prior to the time set for receipt of proposals. No oral, telegraphic, facsimile or telephone proposals will be considered.

## 2.0 PROPOSAL EVALUATION

2.1 Metro will appoint a selection committee to evaluate proposals and to select the proposer which best meets the interests of Metro. Selection committee members will include representatives of Metro and local childcare administrators and educators.

2.2 Written proposals will be evaluated, and two to four semi-finalists may be selected. Each semi-finalist may be required to make a presentation of a specified maximum length. The semi-finalists will be notified, and a date and time for presentations will be arranged. The purpose of such presentation is to provide an opportunity for the semi-finalists to clarify or elaborate on their proposal. The proposed site director and any other proposed staff may be required to participate in the presentation.

2.3 Metro may request to make site visits to on-going programs of semi-finalists prior to making an award.

2.4 The selection committee's evaluation will be based on the written responses submitted and on clarifying information received either during the presentation or on-site visits if applicable. The selection committee will use an Evaluation of Proposals Form attached as Attachment "D" to assist in their determination.

### 3.0 PRE-PROPOSAL CONFERENCE

3.1 A pre-proposal conference will be held at 10:00 am, October 9, 1992 at the Oregon Convention Center in the King Boardroom. All proposers are encouraged to attend. This RFP will be explained and proposers may ask questions regarding it and the selection process. A site tour of the facility will be conducted immediately subsequent to the pre-proposal conference. All proposers are encouraged to attend since the Center will be under construction and unescorted access denied.

### 4.0 AMENDMENT TO THE RFP

4.1 Metro may amend this RFP after issuance as a result of either changed circumstances or questions posed by proposers. All proposers who have received this RFP from Metro will receive amendments to the RFP. All requests to amend the RFP must be made in writing and be received by Metro no later than seven calendar days prior to the due date for the proposals.

### 5.0 GENERAL PROPOSAL AND CONTRACT CONDITIONS

5.1 This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to accept any or all proposals received as the result of this request, to negotiate with all qualified proposers, or to cancel all or part of this RFP.

5.2 This RFP represents the most definitive statement Metro will make concerning the information upon which proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the proposals. All questions relating to this RFP should be addressed to Berit Stevenson at (503) 221-1646. Any questions, which in the opinion of Metro, warrant a written RFP amendment will be furnished to all parties receiving this RFP.

5.3. Metro intends to award a Personal Services Agreement with the selected operator. Metro has determined it is in the best interest of children and their parents to provide uninterrupted service for childcare through a

long-term relationship. Therefore, the term of the Agreement will be five years. However, the Agreement will be subject to an annual review.

A copy of the standard Personal Services Agreement contract form approved by Metro General Counsel is attached as Attachment "E". Any proposed changes in the language, construction or requirements of the document must be raised and resolved as a part of the RFP process. All proposers are therefore advised to review, clearly document, and include a response to this document in their proposal.

5.3 The proposal shall be considered valid for a period of at least 90 days from proposal due date. The proposal shall contain the name, title, address and telephone number of an individual or individuals with authority to bind any organization contracted during the period in which Metro is evaluating the proposals.

5.4 All proposers are hereby advised and through submission of a proposal agree to release Metro to solicit and secure background information based upon the information including references provided. Fully descriptive and complete information should therefore be provided to assist in this process and ensure the appropriate impact.

5.5 In the event that any subcontracts are to be utilized in the performance of this agreement, the proposer's attention is directed to Section 2.04.160 of the Metro Code and an October 1991 letter from Metro's Deputy Executive Officer which strongly encourages good faith efforts to utilize Disadvantaged, Minority and Women Owned Business Enterprises and subcontractors and suppliers.

## SCOPE OF WORK

### ON-SITE CHILDCARE CENTER OPERATOR

#### METRO HEADQUARTERS BUILDING

Contractor shall design, implement and operate a high quality, fee-for-service, child care program in the new Metro Headquarters Building. The program will be full-day, year-round and will be developmentally appropriate for young children, ages six weeks to six years.

#### 1.0 FACILITY

1.1 The Metro Childcare Center will be located on the first floor of the new Metro Headquarters Building at 600 Northeast Grand, Avenue, Portland, Oregon. The Metro Headquarters Building is currently under renovation and is scheduled for completion in March 1993 with the Childcare Center expected to be open the first week of May, 1993.

The Center is approximately 6,400 square feet, independently heated and air conditioned, includes a fenced out-door play area, nine drop-off parking spaces for parent's use and a full service kitchen and laundry with all necessary appliances provided. The space will be used exclusively for child care. A basic floor plan is included as Attachment "A" to this Scope of Work to provide general information on the physical space allocation.

Metro will provide the child care space free of rent and will provide typical utilities including water/sewer, natural gas, electricity, garbage and recycling pick-up at no cost to Contractor. In addition, Metro will provide custodial services equivalent to the Metro standard; any special or additional clean-up needs inherent in the operation of a childcare facility will be the responsibility of Contractor. Contractor will be responsible for keeping the diaper changing areas clean and sanitized.

Metro will provide initial equipment, toys, and furniture sufficient to operate a high quality child care program. A preliminary list is attached to this Scope of Work as Attachment "B". The selected operator will be required to assist in the further development of the list and the administrative activities related to the procurement and installation of the the items on the list. All costs associated with the procurement of the such items including delivery, assembly and installation will be borne by Metro.

Contractor shall make no alterations or renovations to the facility without the prior authorization of Metro.



## 2.0 PROGRAM

### 2.1 The goals of the Metro Childcare Center shall be:

- a. To provide quality child care, at a reasonable and competitive cost, to the children of employees of Metro and to other parents during normal working hours.
- b. To provide the children a stimulating and safe child care environment and a learning experience.
- c. To encourage parental involvement through newsletters, parent/teacher conferences, special activities, daily lesson plans and permitting visits by parents at all times.
- d. To provide a continuing educational component for both parents and staff.

The space has been designed to accommodate 12 infants, 12 toddlers and 26 preschoolers. This allocation assumes square footage requirements in excess of the Oregon Children Services Division (CSD) minimum standards. The actual number and age mix of children may differ depending on the identified needs of the parents. The minimum age will be six weeks and the maximum 6 years. The mix of ages should be age appropriate and suitable for the ongoing success of the program.

A multi-cultural, anti-bias curriculum should be developed and implemented for the overall program. Separate programs must be designed to accommodate each age group. The daily program for all age groups must include varied age appropriate activities which provide both quiet and active periods, indoor and outdoor play, as well as meals, snacks and nap periods.

Contractor will be required to apply for and receive accreditation from the National Association for the Education of Young Children (NAEYC) within two years of commencing operation. Contractor will maintain accreditation through the renewal process of the National Academy of Early Childhood Programs. Contractor shall apply for and receive a license from the State of Oregon to provide child care and any other permits that are necessary to open and operate the Center.

All proposed services and curriculum shall be age appropriate and be designed to meet or exceed the minimum Rules for Certification of Day Care Centers issued by CSD and any other State of Oregon or Federal requirements that apply to child care operations.

Diaper changing areas will be provided in the Center. Contractor will be responsible for keeping the areas clean, sanitized and organized. Because Metro is the agency

responsible for solid waste planning and recycling, use of disposable diapers will be strongly discouraged.

Contractor will be required to provide necessary meal service. A fully equipped kitchen for such meal service has been provided, however, Contractor is not required to utilize the kitchen facility for the provision of food service.

Contractor will be responsible for initial and continued enrollment of the Center, maintaining the appropriate age ranges and mixes of children. Contractor shall give priority to children of Metro employees such that at least 50% of the enrolled children shall be children of Metro employees.

The minimum hours of operation will be from 7:00 a.m. to 6:00 p.m., Monday through Friday. Hours of operation may be adjusted at a later date dependent on use and identified needs. One such potential need which will be reviewed is the need for child care services during Metro Council meetings. The Center will observe the same holidays recognized by Metro. A list of these holidays will be provided to Contractor each year.

Contractor fees charged to parents for child care services must be consistent with and not exceed the range of market rates for Portland area child care centers of comparable quality. These fees will be reviewed on an annual basis and revised as necessary. Since rent, utilities and janitorial services will be assumed by Metro, it is expected that a better wage and benefit package will be offered to Center employees.

### **3.0 CONTRACTOR'S RESPONSIBILITIES**

3.1 Contractor shall be responsible for the complete management and operation of the Center, including but not limited to all aspects of child care, teaching, staff selection and training, parent relations, fee collection (a payroll collection system for the automatic deduction of fees from Metro parent's paycheck is anticipated), record keeping, financial reporting and budget preparation and submission. In addition, Contractor will be responsible for accomplishing all tasks related to the start-up and opening of the Center. A partial but not exhaustive list of specific responsibilities of the Contractor follows:

- a. Provide all staffing and staff training. Staff levels shall, at a minimum, meet CSD's requirements, however, Metro desires staffing levels which will optimize the care and education of the children. Staff shall submit to criminal history background checks or other checks as requested by Metro. Contractor shall provide a highly qualified, full-time site Director who possesses exceptional qualifications and experience. Contractor shall provide adequate staff training programs to ensure highly qualified staffing. At a minimum, staff should be trained in age appropriate curriculum, the prevention and detection of child abuse, first aid and CPR.

- b. Provide laundry and diaper service as needed for use in the Center.
- c. Provide day to day Center management - including the provision of office equipment not specified as provided by Metro, office supplies, bookkeeping, application processing and maintenance of clients waiting list.
- d. Establish and implement security and health and safety procedures for children, parents and staff during operating hours. At a minimum, Contractor shall provide an emergency evacuation plan for the Center and shall conduct monthly fire drills.
- e. Establish and work with parents and parent organizations to promote and encourage parent involvement in a variety of ways, including, at a minimum, provision of a parent's handbook detailing Center policies and procedures, scheduling regular parents' conferences and providing a reference library of childcare and parenting materials available to parents.
- f. Provide a nutritious breakfast, lunch, mid-morning and mid-afternoon snack and milk, as well as other CSD nutrition requirements.
- g. Responsible for all telephone related expenses, with the exception of single line telephone instruments and internal building wiring, which will be provided by Metro. These expenses include local and long distance telephone line charges and maintenance charges.
- h. Provide all program supplies, including manipulatives, office supplies, first aid supplies, food service supplies and any other supplies necessary for an ongoing program.
- i. Maintain the follow insurance coverage throughout the term of this Agreement:
  - 1. Comprehensive or Commercial General Liability specifically covering childcare operations. This insurance shall include bodily injury, property damage, personal injury, contractual liability for the indemnity provided under this agreement and products/completed operations liability. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent.
  - 2. Automobile Liability - combined single limit per occurrence of not less than \$1,000,000 or the equivalent.
  - 3. Workers' Compensation - Contractor, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with

ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers.

4. The liability insurance coverages required shall name Metro, its elected officials, officers, employees, and agents as additional insureds. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

3.2 Contractor will be required to prepare and submit the following periodic reports and items.

- a. At least two weeks prior to opening, a start-up report which details Center personnel, including results of reference and criminal history background checks, security and health and safety procedures, license/certification status and enrollment status.
- b. Quarterly reports which detail enrollment size, ages of children, parent affiliation to Metro, financial reports, facility condition, unusual concerns, any other relevant general information and any additional requested information.
- c. Incidence reports which detail all criminal or other incidents requiring medical attention. These written reports should be delivered to Metro within 24 hours of the occurrence.
- d. Yearly audited financial statements.
- e. Proof of current state and local licenses; proof of tax-exempt status if applicable; and proof of NAEYC certification; proof of insurance coverage as requested by Metro.
- f. Upon reasonable request by Metro, Contractor shall demonstrate its financial capability of continuing its operations under the terms of this Agreement.

3.3 Miscellaneous responsibilities of Contractor include the following:

- a. Contractor shall participate and cooperate with Metro's Childcare Committee.
- b. The Contractor shall be responsible for any damage to either Metro provided equipment, toys and furniture or the Center which occurs due to wrongful or negligent act(s) of the Contractor. Normal wear and tear due to the every-day operation of the Center is not the responsibility of the Contractor.

- c. Contractor shall not discriminate on the basis of sex, race, religion, color, national origin or disability with respect to enrollment of children or employment of staff. Religious teaching and dissemination of religious or political material will not be allowed.
- d. Media coverage of the Center must be approved in advance by Metro. In addition, Contractor shall submit to Metro for approval all written and/or printed materials prior to distribution or publication.
- e. Contractor shall comply with all building regulations and policies, including but not limited to security and access arrangements, health and safety, parking and recycling operations.
- f. No portion of the work may be subcontracted without the prior written consent of Metro.
- g. Contractor is not an employee or agent of Metro. Parents with children enrolled at the Center shall contract directly with Contractor. Except for matters explicitly addressed in this agreement, decisions and responsibilities with respect to the program, enrollment, fees and tuition, staffing, policy making, and any and all other aspects of the operation and conduct of the Center's business shall be the exclusive right, prerogative and responsibility of the Contractor.

3.4 Contractor shall indemnify and hold Metro, its elected officials, employees and agents harmless from any and all claims, demands, losses and expenses, including attorney fees, arising out of or in anyway connected with the performance of the agreement and arising out of or in anyway connected with the childcare operations.

#### 4.0 METRO'S RESPONSIBILITIES

4.1 Metro will provide the following:

- a. Use of the childcare facility at 600 NE Grand Avenue, and the adjacent play area and drop-off parking spaces as indicated on the attached site plan. (Attachment a).
- b. Janitorial services (i.e., vacuuming, disposal of trash, general cleaning of restroom facilities) and utilities including water/sewer, natural gas, electricity, garbage and recycling services.
- c. Landscape maintenance.
- d. Purchase or supply of initial equipment, toys and furniture. These items will remain the property of Metro and will be provided for use to the

Contractor only for operation of the Metro Center, and only until the expiration of the Agreement. Contractor shall maintain an inventory of all such items which shall be subject to periodic review and verification by Metro. Metro will provide routine maintenance of such items, however replacement will be the responsibility of Contractor.

- e. Publicity to solicit Metro employee participation in the program.

## **5.0 START-UP PERIOD PRIOR TO CENTER OPENING**

5.1 Metro desires participation of the selected operator prior to opening to insure an effective partnership and a quality child care program. Metro expects that this participation will encompass a two to three month period and will include the following activities. Other activities may also be required:

- a. Participation in selection and purchase of initial equipment, toys and furniture (funds provided by Metro);
- b. Participation in the naming and logo development for the Center;
- c. Preparation of Center for opening - set up classrooms, kitchen, equipment, office systems;
- d. Hiring of staff, orientation, necessary training;
- e. Certification/licensing process;
- f. Preparation of Parent's Handbook, brochures and other printed material;
- g. Enrollment of children.

To facilitate this start-up period, Metro will provide employee time and in-kind services such as copying, graphic design and storage space. However, during this start-up period, no funds are available for salary to the selected operator or operator's staff. The proposed budget should take into account this start-up period.

## **6.0 ANNUAL REVIEW PROCESS**

Metro has determined it is in the best interest of children and their parents to provide uninterrupted service for childcare through a long-term relationship. Therefore, the term of the Agreement will be five years commencing upon the execution of the Agreement.

To insure continued quality childcare throughout the term of the Agreement, an annual review will be conducted by Metro to determine Contractor's compliance with the Scope of Work. The review process will entail an interview with Contractor's key personnel and possible written responses to questions posed by Metro. Contractor is required to cooperate with Metro by participating in the interview and providing timely responses. Metro will issue a written evaluation based on the

annual review to Contractor. Termination of the Agreement will result if Contractor is found to be significantly non-compliant with the Scope of Work.

**Attachment "A"**

**Basic Floor Plan**



**Attachment "B"**

**Preliminary List of Equipment Toys and Furniture**

Attachment "C"

PROPOSED PARENT'S FEE WORK SHEET

Full Year Rates from May 1993 - May 1994

Metro Headquarters Childcare Center

Full year, Full time Rates

Infant (to 12 months)	\$	_____
Toddler (12 to 30 months)	\$	_____
Preschooler (30 months to 6 years)	\$	_____

Part-time Rates

Infant (to 12 months)	\$	_____
Toddler (12 to 30 months)	\$	_____
Preschooler (30 months to 6 years)	\$	_____

Other Fees

Late Fees	\$	_____
Registration Fees	\$	_____
(indicate if one time or annual fee)		
Other Special Fees : _____	\$	_____

Attachment "D"

**EVALUATION OF PROPOSALS FORM**

**Metro Headquarters Childcare Center**

<u>Evaluation Components</u>	<u>Number of Points Available</u>	<u>Percentage</u>
<b>I. OVERALL PROPOSAL</b>		
a. General understanding of programmatic needs and quality of care	15	
b. Overall ability to provide services that meet the child care needs of Metro employees	15	
	---	
Total for Overall Proposal	30	15%
<b>II. ADMINISTRATION AND CENTER MANAGEMENT</b>		
a. Qualifications of Operator	5	
b. Qualifications of On-Site Director	10	
c. Qualifications of other staff and adequacy of plan for training of staff	10	
d. Plan for utilization of staff and staff to child ratio	10	
e. Evidence of sound fiscal and operational policies and procedures	15	
	---	
Total for Admin. and Center Management	50	25%
<b>III. PROGRAM</b>		
a. Adequacy of plan for health and safety, discipline, nutrition and enrollment	40	
b. Adequacy of plan for parent involvement/ access/ communication	10	
c. Adequacy of plan for daily routine and curriculum	20	

d.	Adequacy of plan for initial enrollment and start-up	10	
	Total for Program	80	40%
<b>IV. FINANCIAL MANAGEMENT AND COST</b>			
a.	Fiscal Accountability	10	
b.	Completeness and adequacy of operating budget	15	
c.	Affordability of parent fees and adequacy of fee scale	15	
	Total for Financial Management	40	20%

Project \_\_\_\_\_  
Contract No. \_\_\_\_\_

### PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation organized under ORS Chapter 268, referred to herein as "Metro," located at 2000 S.W. First Avenue, Portland, OR 97201-5398, and \_\_\_\_\_, referred to herein as "Contractor," located at \_\_\_\_\_.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective \_\_\_\_\_ and shall remain in effect until and including \_\_\_\_\_, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the maximum sum of \_\_\_\_\_ AND \_\_\_\_\_/100THS DOLLARS (\$\_\_\_\_\_), in the manner and at the time specified in the Scope of Work.
4. Insurance.
  - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
    - (1) Broad form comprehensive general liability insurance covering personal injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
    - (2) Automobile bodily injury and property damage liability insurance.
  - b. Insurance coverage shall be a minimum of \$500,000 per occurrence, \$250,000 per person, and \$50,000 property damage. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, with any patent infringement arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for

payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor five days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

14. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

15. Modification. This Agreement is the entire agreement between the parties, and may only be modified in writing, signed by both parties.

CONTRACTOR

METROPOLITAN SERVICE DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_